

EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 22-CV-23604-KMM

DANNY FLYNN,

Plaintiff,

v.

ZOETOP BUSINESS CO., LIMITED, a Hong Kong
limited company and SHEIN DISTRIBUTION CORP.,
a Delaware corporation,

Defendants.

RULE 68 OFFER OF JUDGMENT BY SHEIN DISTRIBUTION CORP.

Defendant Shein Distribution Corporation hereby offers to allow judgment to be entered against it and in favor of the plaintiff in this matter on specified terms, as follows:

(1) This offer of judgment is designated “CONFIDENTIAL” pursuant to a stipulated protective order entered in this case, or, if a stipulated protective order has not yet been entered in this case, pursuant to a prior agreement between counsel of record in this case that anything designated as “CONFIDENTIAL” will be maintained as such, as if a stipulated protective order had already been entered in this case. However, if this offer is accepted, the “CONFIDENTIAL” designation of this offer shall be deemed automatically withdrawn upon acceptance of this offer, such that notice of acceptance and resulting judgment may be filed on the public docket.

(2) In satisfaction of all claims plaintiff brought against Shein Distribution Corporation and Zoetop Business Co. Ltd., plaintiff shall be awarded a fixed sum of \$3,775 plus the amount of plaintiff’s reasonable costs accrued as of the date of this offer;

(3) Shein Distribution Corporation and Zoetop Business Co., Ltd. shall be permanently enjoined and restrained in the United States from manufacturing, advertising, marketing, distributing, selling, or offering for sale the following products: shdiysup18210520098;

(4) Acceptance of this offer by Shein Distribution Corporation is conditioned upon plaintiff's dismissal, with prejudice, of all claims against Zoetop Business Co., Ltd.; and

(5) If this offer is accepted, or if plaintiff fails to obtain more favorable relief after trial, this Court shall determine the amount of reasonable costs to be awarded in a further proceeding, including whether any attorneys' fees properly awardable should be included as costs;

Although Shein Distribution Corporation is offering to allow judgment to be entered against it on the foregoing terms in order to compromise a disputed claim, it does not admit liability.

IF PLAINTIFF REJECTS THE FOREGOING OFFER AND FAILS TO OBTAIN MORE FAVORABLE RELIEF AFTER TRIAL, SHEIN DISTRIBUTION CORPORATION WILL BE DEEMED THE PREVAILING PARTY, PLAINTIFF'S RIGHT TO RECOVER COSTS AND ATTORNEYS' FEES WILL BE CAPPED AS OF THE DATE OF THIS OFFER, AND SHEIN DISTRIBUTION CORPORATION WILL SEEK TO RECOVER ITS OWN COSTS AND ATTORNEYS' FEES ACCRUED AFTER THE DATE OF THIS OFFER.

Per Fed. R. Civ. P. 68(a), plaintiff may accept this offer of judgment by serving notice of acceptance in writing within 14 days from the date this offer is served.

Respectfully submitted,

Dated: March 16, 2023

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 16, 2023, I electronically served the foregoing document to the individuals set forth on the Service List below.

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